Preble Street and Pine Tree Legal Assistance

WHEREAS Preble Street and Pine Tree Legal Assistance (PTLA) have agreed to collaborate on the Support Services for Veteran Families (SSVF) Program funded by the Veterans Administration; and

WHEREAS, Preble Street will be the lead agency and named applicant in the SSVF grant and Pine Tree legal Assistance will be a sub-contracted partner in this project; and

WHEREAS, Preble Street and Pine Tree legal Assistance agree to collaborate and provide services based on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for valuable considerations, the receipt, and sufficiency of which are hereby acknowledged, and in consideration of mutual promises, covenants, and undertakings contained herein, the parties agree as follows:

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- Coordinate and participate in planning, development, and implementation meetings with SSVF program partners
- Coordinate and participate in weekly SSVF service team meetings
- Dedicate time of the Director of Social Work Services as outlined in the proposal to implement and direct the project and ensure contract requirements are met
- Dedicate an SSVF Program Coordinator as outlined in the proposal to supervise case planning and manage the program
- Collect data and prepare and submit required Progress Reports
- Hire and supervise five SSVF case managers to work specifically with homeless veterans or low-income veterans at risk of homelessness

Provide group space for partnership meetings

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- Participate in planning, development, and implementation meetings with SSVF program partners
- Participate in weekly SSVF service team meetings as needed;
- Provide legal services to homeless veteran families and veterans families at risk of homelessness
- 1. Collect and submit data necessary for completion Progress Reports
- 2. Fee Schedule. An allocation of up to \$31,500 (thirty-one thousand five hundred dollars) will be made available to the sub-recipient in accordance with the Grant Agreement between PS and the VA. The sub-recipient will invoice PS at a rate of \$87.50 per hour for services provided to clients served under the Preble Street SSVF program.
- 3. The sub-recipient will submit invoices to PS no later than the 5th business day of the month following expenditure of the funds. PTLA will also provide the service tracking form to the PS Program Coordinator on the first business day of each month to allow for timely reporting to the VA. PS understands that PTLA is bound by certain attorney/client confidentiality requirements and as such will not be required to enter client specific information into HMIS.
- 4. <u>Term.</u> This Agreement shall be for a term of one year from October 1, 2012 through September 30, 2013, contingent upon continued funding of the SSVF by the Veterans Administration, unless either party notifies the other in writing at least sixty (60) days of its intent to terminate the Agreement.
- 5. <u>Liability Insurance</u>. PTLA agrees to carry general liability insurance at all times during the term of this Contract in the amount of at least One Million Dollars (\$1,000,000) protecting PS and PTLA from any and all claims for injury, death, or property damage as a result of performance of this Contract. PTLA further agrees to name PS as additional insured thereon and to provide a Certificate of Insurance verifying such continued coverage for the period of this contract.
- 6. <u>Assignment</u>. PTLA shall not assign, sublet, sell, transfer or otherwise dispose of this Agreement or any portion thereof, or of any rights or obligations hereunder, without the prior written approval of PS hereto, and any attempt to do so without such approval shall be void.
- 7. Governing Law. This Agreement shall be governed by the laws of the State of Maine both as to interpretation and performance.
- 8. <u>Amendments</u>. The provisions of this Agreement may be amended only by mutual agreement of the parties hereto and only in writing.

- 9. <u>Miscellaneous</u>. Whenever mutual agreement of the parties hereto is required by this Agreement, the parties hereto agree not to unreasonably withhold or delay such mutual agreement. Whenever any action by PTLA or PS is required by this Agreement to be in writing, such action shall be signed by a duly authorized representative of the respective party.
- 10. <u>Termination</u>. Either party may terminate this agreement for any reason, with or without cause, upon sixty (60) days written notice to the other party. The payment due to PTLA shall be prorated as of the date of termination for the then-current year which the termination occurs.
- 11. <u>Authorized Signature</u>. The undersigned, Mark R. Swann, Executive Director of Preble Street, warrants that he has the authority to execute this Agreement on behalf of PS and that PS shall be bound by his action.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Pine Tree Legal Services
BY:
By:
PREBLE STREET, INC.
By: